

## **DATA USE AGREEMENT**

FOR DATA FROM THE UNITED STATES DEPARTMENT OF VETERANS AFFAIRS, VETERANS HEALTH ADMINISTRATION (VHA), TO THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) FOR THE HUD-VETERANS AFFAIRS SUPPORTIVE HOUSING (VASH) PROGRAM

### **Purpose:**

This Agreement establishes the terms and conditions under which The United States Department of Veterans Affairs (VA), Veterans Health Administration (VHA) Homeless Program Office and The United States Department of Housing and Urban Development (HUD) will use VHA Individually Identified Information (VHA III).

### **References and Authorities:**

- a. The Privacy Act of 1974, 5 U.S.C. § 552a, as amended;
- b. The Health Insurance Portability and Accountability Act of 1994, Pub. L. 104-191;
- c. Standards for Privacy of Individually Identifiable Health Information and Security Standards for the Protection of Electronic Protected Health Information (HIPAA Privacy and HIPAA Security Final Rules), 45 C. F. R. §160 and 45 C.F.R. § 164;
- d. Federal Information Processing Standards (FIPS) Publication 140-2, "Security Requirements for Cryptographic Modules," May 25, 2001
- e. The HITECH Act, Pub. L. 109-1;
- f. System of Records Notice (SORN) 121VA10P2, "National Patient Databases" (7 April, 2004 and as amended on 26 March, 2008, 26 November 2010, and 11 May 2012 at 73 FR 16103 – 16108, 75 FR 72873 – 72875, and FR Doc. 2012-11487 respectively); and
- g. System of Records Notice (SORN) HUD/PIH.01, "Inventory Management System (IMS), formerly known as the Public and Indian Housing Information Center (PIC)" (8 October, 2008, at 73 FR 58256 – 58259).
- h. System of Records Notice (SORN) HUD/PIH.02, "Housing and Urban Development-Veterans Affairs Supportive Housing (HUD-VASH)" (2 May, 2012 at 77 FR 26029).

### **TERMS OF THE AGREEMENT:**

1. This Agreement is by and between the VHA Homeless Programs Office and HUD.
2. This Agreement supersedes any and all agreements between the parties with respect to the transfer and use of data for the purpose described in this agreement, and pre-empts

and overrides any instructions, directions, agreements or other understanding in or pertaining to any other prior communication with respect to the data and activities covered by this Agreement.

3. The VHA Homeless Programs Office will transfer to HUD, through secure file transfer protocol (SFTP), any and all related data for:
  - a. Advancing the goals of the Nation's Federal strategic plan to prevent and end homelessness through the collection, analysis and reporting of quality and timely data on Veterans' homelessness. VA and HUD will use the data to track a Veteran's use of available HUD and VA resources to secure affordable rental housing; as well as monitor benefits applications and administration of supportive housing programs for homeless Veterans.
  - b. VA and HUD seek this information comparison, and the disclosure of the results of such comparison, for the purpose of assisting VA and HUD with the following:
    - i. Reducing homelessness among our nation's Veterans;
    - ii. Identifying and understanding the needs of homeless Veterans and developing programs and services to address those needs;
    - iii. Ensuring the effective administration of the HUD-Veterans Affairs Supportive Housing (VASH) program by HUD and VA business partners;
    - iv. Monitoring and evaluating the HUD-VASH; and
    - v. Producing aggregate statistical data without any personal identifiers, precluding the use of this data to make decisions concerning the rights, benefits or privileges of specific individuals, or providers of services with respect to assistance provided under the HUD-VASH program.

VHA III to be transferred from VHA Homeless Programs Office to HUD may include, but is not limited to:

- General Information, including:
  - Homeless Operational, Management and Evaluation System (HOMES) start date;
  - The name of the lead case manager;
  - The primary VA Medical Center (VAMC) where the Veteran is/has been seen;
  - The secondary VAMC where the Veteran is/has been seen (if applicable); and
  - The date that the HUD-VASH entry form was completed.
- The Veteran's III, including:
  - Veteran's name, Social Security Number and Date of Birth;
  - Identification as to whether or not the Veteran entered the HUD-VASH program;
  - The date of HUD-VASH program entry;
  - A reason why the Veteran did not enter the HUD-VASH program, if

- applicable; and
- The Veteran's current address.
- HUD-VASH Monthly Status Report Information, including:
  - The Veteran's voucher status;
  - Public Housing Agency (PHA) Number;
  - The date the referral package was forwarded to the PHA;
  - The date the voucher was issued/denied by the PHA;
  - The date the voucher was revoked or expired, if applicable;
  - The date housing was selected by the Veteran;
  - The date of Housing Quality Standards (HQS) inspection;
  - The date of housing assistance payment;
  - The date housing assistance payment contract was signed;
  - The date Veteran moved into HUD-VASH housing;
  - The date voucher was ported;
  - Whether or not the Veteran have contact with a HUD-VASH clinician for case management during the past 30 days;
  - The Veteran's housing arrangement and ZIP code during the reporting period;
  - A description of the Veteran's employment pattern in the past 30 days;
  - Whether or not the Veteran received any money in the past 30 days;
  - Whether or not the Veteran received any non-cash benefits during the past 30 days;
  - Whether or not the Veteran currently has a representative payee or fiduciary; and
  - The Veteran's responses to a services satisfaction survey.
- Exit information, including:
  - Date the veteran exited the HUD-VASH program;
  - The most important reason why the Veteran ended participation in HUD-VASH case management;
  - Status of the Veteran's HUD-VASH voucher;
  - Veteran's housing arrangement at program exit and ZIP code;
  - A description of the Veteran's housing situation at program exit;
  - The name of the individual the Veteran will be living with at program exit;
  - Veteran's arrangement for employment at program exit;
  - Veteran's arrangement for receipt of VA financial benefits (disability payments or other support) at the time of program exit; and
  - Whether or not Veteran received any money in the 30 days prior to program exit.

HUD will compare Personally Identifiable Information (PII) data for VA-identified HUD-VASH program family referrals and participants from VA's finder file within the HUD System of Records (SOR) identified in this Agreement. In addition, HUD will provide VA with the applicable data elements referenced below for each VA-identified HUD-

VASH program family referrals and participants. HUD certifies through the terms of this Agreement that such disclosures are essential to this data sharing program.

HUD data to be transferred from HUD to the VHA Homeless Programs Office may include, but is not limited to:

- Information derived from the form HUD-50058, maintained in the current database of IMS/PIC, including:
  - PHA name;
  - PHA code;
  - Program type;
  - Type of action;
  - Effective date;
  - Date of Veteran's admission to the program;
  - Projected effective date of next re-examination;
  - Whether or not the Veteran was an FSS participant now or in the last year;
  - Whether or not the Veteran was a participant in other special programs (VASH only);
  - Full name of the Veteran;
  - Veteran's Social Security Number;
  - Whether or not the Veteran's family moved into a PHA jurisdiction under portability; and
  - The PHA code which was billed under portability.
- 4. Data transferred under this agreement by the Data Owner becomes the property of the Requestor. The data shall be treated by the Requestor in the same manner as other III maintained in accordance with the Privacy Act by the Requestor. VHA III data will be maintained by HUD on a secure server and/or may be incorporated into HUD's Privacy Act SOR, "Inventory Management System (IMS) (HUD/PIH.01), formerly and commonly known as the Public and Indian Housing Information Center (PIC)" or "HUD-VASH" (HUD/PIH.02). VA will incorporate HUD data into VHA's Privacy Act SOR "National Patient Databases-VA" (121VA19).
- 5. The named individuals identified in Section 6 of this Agreement are designated as Technical Representatives of VHA, and HUD, who will arrange for transfer of the III, as outlined below, to the Requestor for their use. The data process will be as follows:
  - The VA and HUD IT teams will establish an SFTP exchange process that HUD can sign into using the SSH Tectia Client software;
  - HUD will receive an email notification from VA IT that a file(s) has been posted to the site and ready for HUD to retrieve;
  - Designated HUD staff will log into the SFTP site and download the data file to the secured REA-VA directory on the HLANNFP018 server;
  - HUD will import the data into its local database to be used to compare data sources

- against the form HUD-50058 data contained in IMS/PIC;
- As HUD validates the data, any mismatches will be extracted into a separate file and a designated HUD staff member will contact the appropriate PHA for reconciliation/correction within the IMS/PIC database, and the updated information returned to VA to reconcile their database;
  - Access to the validated data will be provided to the appropriate HUD program offices for further data analysis and report generation; and
  - HUD will use the SFTP process to return reports requested on the validated data elements back to VA.
6. The Requestor's Technical Representative will be responsible for complying with all conditions of use and for establishment and maintenance of security arrangements to prevent unauthorized use or disclosure of the data provided under this agreement. The Requestor agrees to notify the Data Owner within 15 days of any change of circumstances affecting the ability of the Requestor to comply with terms of this agreement.

Technical Representative for HUD:

Juan C. Garcia, Information Technology Director  
Phone Number: 202-475-8988,  
Email: Juan.C.Garcia@hud.gov

Technical Representative for VHA:

Betsy Lancaster, Office of Informatics and Analytics, Clinical Program Support  
Phone Number: 501-265-0455  
Email: Betsy.Lancaster@va.gov

7. The following named individuals are designated as their agencies' Points of Contact for performance with the terms of this Agreement. All questions of interpretation or compliance with the terms of this Agreement should be referred to the officials named below.

HUD Point of Contact:

Nicole Faison, Program Advisor/System Owner  
Phone Number: 202-475-7963  
Email: Nicole.Faison@hud.gov

VHA Point of Contact:

Vincent R. Kane, MSW

National Director, HUD-VASH, National Center on Homelessness among Veterans,

Phone Number: 215-823-4035

Email: Vincent.Kane@va.gov

8. The VHA III provided to HUD under this Agreement will be covered by the Privacy Act SOR, "Inventory Management System (IMS)/, HUD/PIH.01. Although HUD will own the VHA III transferred under this Agreement, it agrees not to disclose the VHA III to any person outside of the HUD except pursuant to a Freedom of Information Act (FOIA) request, as authorized by Federal statute or regulation, as outlined in the SORN notice for IMS/PIC or pursuant to a court order from a court of competent jurisdiction.
9. The HUD data provided to VHA under this Agreement will be covered by the Privacy Act SOR, "National Patient Databases-VA" [121VA19]. Although VHA will own the HUD data transferred under this Agreement, it agrees not to disclose the HUD data to any person outside of the VHA except pursuant to a Freedom of Information Act (FOIA) request, as authorized by Federal statute or regulation, as outlined in the SORN notice for the "National Patient Databases-VA" or pursuant to a court order from a court of competent jurisdiction.
10. The Requestor will provide appropriate administrative, technical and physical safeguards to ensure the confidentiality and security of the data covered by this Agreement and to prevent unauthorized use or access to it. As a representative/official of a federal agency, the Requestor will conform to the applicable Federal Information Processing Standards (FIPS) and Special Publications developed by the National Institute of Standards and Technology. The use of unsecured telecommunications, including the Internet, to transmit individually-identifiable or deducible information derived from VHA III covered by this Agreement is prohibited, unless VHA and HUD agree to transmit any data in an encrypted form which meets the encryption requirements of FIPS 140-2.
11. In the event the Requestor determines or reasonably believes that an unauthorized disclosure of the data shared in this Agreement has occurred, the Requestor will follow all breach protocols developed under FISMA and Memorandum M-07-16 issued by the Office of Management and Budget (OMB) on May 22, 2007, entitled ***Safeguarding Against and Responding to the Breach of Personally Identifiable Information***, which include but are not limited to the following: (1) Immediately notifying its Privacy Officer/Chief Information Officer of the potential breach; (2) Working with its breach response program to investigate and assess the nature and scope of the breach and taking all appropriate actions; (3) Identifying all individuals involved who are the subject of the breach; and (4) Providing all necessary notifications to the individuals involved as required by Requestor's

policy. The Requestor will immediately notify the Data Owner of any identified potential breaches and will share findings of the breach investigation and remediation activities with the Data Owner in a timely manner. After notification of a breach, the Data Owner may request the Requestor to perform a security and privacy compliance assessment to ensure adequate processes are in place for the protection of the data. The Requestor agrees to share all findings from the security and privacy compliance assessment with the Data Owner.

12. Authority for VHA to share this data for the purposes indicated under this Agreement is as follows: HIPAA Privacy Rule provision 45 C.F.R. 164.512(k) (6), 38 USC 5701(b)(3), and Routine Use #25 under the Privacy Act SOR “National Patient Databases-VA” (121VA10P2). 38 USC 7332 is not applicable to the data.
13. Authority for HUD to share this data for the purposes indicated under this Agreement is as follows:
  - a. 42 U.S.C. §1437f(o)(19) – Voucher Program: Rental Vouchers for Veterans Affairs Supported Housing Program: This law authorizes the Secretary of HUD to set aside amounts appropriated for tenant-based rental assistance specifically for providing assistance through a supported housing program administered in conjunction with VA on behalf of homeless veterans with chronic mental illness or substance use disorders. The statute authorizes rental assistance vouchers up to 2011. However, the Appropriations Act of 2012 provides \$75 million for HUD-VASH vouchers. Consolidated and Further Continuing Appropriations Act, 2012, pg. 127 (Pub. L. 112-55).
  - b. 12 U.S.C. §1701z-1 – The National Housing Act: Research and Demonstrations; Authorization of Appropriations; Continuing Availability of Funds: This law authorizes and directs the Secretary of HUD the authority to undertake such programs of research, studies, testing, and demonstration relating to the mission and programs of the Department as he determines to be necessary and appropriate.
  - c. 42 U.S.C. §3532(b) – Establishment of Department: The general duties of the Secretary of HUD include conducting continuing comprehensive studies, and making available findings, with respect to the problems of HUD.
14. The data sharing terms of this Agreement will become effective and the data sharing may commence after the respective parties of both agencies approve and sign this Agreement, and 30 days after publication of the SORN are published in the Federal Register, unless comments are received, which would result in a contrary determination.
15. The terms of this Agreement can be changed only by a written modification of the agreement by the agency signatories (or their designated representatives) to this Agreement or by the parties adopting a new agreement in place of this Agreement.

16. This Agreement may be terminated by either party, at any time, and for any reason upon 30 days written notice from the terminating party to the other party.

17. On behalf of HUD, each undersigned individual hereby attests that he or she is authorized to enter into this Agreement and agrees to all the terms specified herein.

\_\_\_\_\_  
Sandra B. Henriquez  
Assistant Secretary  
Office of Public and Indian Housing  
Department of Housing and Urban Development

Date: \_\_\_\_\_

**US Department of Housing & Urban Development**

☐ Concur      ☐ Non-Concur:

\_\_\_\_\_  
Jerry E. Williams  
Chief Information Officer,  
Senior Agency Official for Privacy  
Department of Housing and Urban Development

Date: \_\_\_\_\_

**US Department of Housing & Urban Development**

☐ Concur      ☐ Non-Concur:

18. On behalf of VA, each undersigned individual hereby attests that he or she is authorized to enter into this Agreement and agrees to all the terms specified herein.

\_\_\_\_\_  
William C. Schoenhard  
Deputy Under Secretary for Health for Operations and Management  
Department of Veterans Affairs

Date: \_\_\_\_\_

**Department of Veterans Affairs**

☐ Concur      ☐ Non-Concur:



\_\_\_\_\_  
Date: \_\_\_\_\_

Roger W. Baker  
Assistant Secretary for Information and Technology  
Department of Veterans Affairs

**Department of Veterans Affairs**

☐ Concur      ☐ Non-Concur:

\_\_\_\_\_  
Date: \_\_\_\_\_

Joe Paiva  
Executive Director, Virtual Lifetime Electronic Record  
Department of Veterans Affairs

**Department of Veterans Affairs**

☐ Concur      ☐ Non-Concur: